

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT**  
**WESTERN DISTRICT OF WASHINGTON**  
**AT SEATTLE**

MICROSOFT CORPORATION,

Plaintiff,

v.

MOTOROLA, INC., et al.,

Defendants.

MOTOROLA MOBILITY, INC., et al.,

Plaintiffs,

v.

MICROSOFT CORPORATION,

Defendants.

CASE NO. C 10-1823MR

**[MOTOROLA'S PROPOSED]**  
**VERDICT FORM**

1 We, the jury, unanimously find as follows:

2 1. Do you find that Microsoft has proved by a preponderance of the evidence that  
3 Motorola breached its contractual commitment to the IEEE?

4 YES \_\_\_\_\_ NO \_\_\_\_\_

5 2. Do you find that Microsoft has proved by a preponderance of the evidence that  
6 Motorola breached its contractual commitment to the ITU?

7 YES \_\_\_\_\_ NO \_\_\_\_\_

8 If you answered "YES" to either question number 1 or number 2, proceed to question  
9 number 3. In answering the remaining questions, remember that there are two contracts at issue in  
10 this case and if you find that only one of the contracts has been breached, you must determine the  
11 amount of damages caused by that breach and award only that amount. If you answered "NO" to  
12 both question numbers 1 and 2, do not answer any remaining questions in this Verdict Form and  
13 sign this Verdict Form and notify the Deputy Clerk.

14 3. What are the damages, if any, attributable to the distribution center relocation costs  
15 incurred by Microsoft as a foreseeable result of Motorola Mobility, Inc. and General Instrument  
16 Corp. having breached ~~its~~ their contractual commitment(s) to the ITU?

17 **Distribution Center Relocation Costs: \$ \_\_\_\_\_**

18 4. Attorneys fees and litigation costs damages may only be awarded if you find that  
19 Motorola's conduct in seeking injunctive relief, by itself, is sufficient to prove a breach of its  
20 contractual commitment(s).

21 a. Do you find that Motorola's conduct in seeking injunctive relief, by itself, is  
22 sufficient to prove a breach of its contractual commitment to the IEEE?

23 YES \_\_\_\_\_ NO \_\_\_\_\_

24 b. Do you find that Motorola's conduct in seeking, injunctive relief, by itself,  
25 is sufficient to prove a breach of its contractual commitment to the ITU?

26 YES \_\_\_\_\_ NO \_\_\_\_\_

1 c. What are the damages, if any, attributable to attorneys fees and litigation  
2 costs incurred by Microsoft as a foreseeable result of Motorola having breached its contractual  
3 commitment(s)?

4 **Attorneys Fees and Litigation Costs: \$\_\_\_\_\_**

5  
6 ~~5. If you find that Motorola breached its contractual commitment(s), but have not~~  
7 ~~awarded damages in question numbers 3 or 4, enter a nominal damages amount that is greater than~~  
8 ~~\$0.00 but does not exceed \$1.00.~~

9 **Nominal Damages: \$\_\_\_\_\_**

10  
11 Dated this \_\_\_\_\_ day of September, 2013.

12  
13 \_\_\_\_\_  
14 Presiding Juror  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28